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NORTH CAROLINA		IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION
GUILFORD COUNTY		17 CVS 4713
JAMES R. BULLOCK, JR. Plaintiff, v. GADINAIR; BELL AVIATION, INC.; and JET SUPPORT SERVICES, INC., Defendants.	)	COMPLAINT (Note: each Defendant is being served with a First Request for Production of Documents contemporaneously with the Summons and Complaint)

Plaintiff James R. Bullock, Jr., by and through his undersigned counsel, sues Defendants Gadinair; Bell Aviation, Inc.; and Jet Support Services, Inc. and alleges as follows:

The Parties, Venue, and Jurisdiction

1. Plaintiff is a citizen and resident of Guilford County, North Carolina.

2. Upon information and belief, Defendant Gadinair ("Gadinair") is a French limited liability company with its principal place of business in Bonneville-la-Louvet, France.

3. Upon information and belief, Defendant Bell Aviation, Inc. ("Bell") is a corporation organized and existing under the laws of the State of South Carolina with its principal place of business in West Columbia, South Carolina.

4. Defendant Bell is a "world leader in aircraft sales and acquisitions . . . [that] specializes in buying and selling quality airplanes." (http://www.bellaviation.com/)

5. Upon information and belief, Defendant Jet Support Services, Inc. ("JSSI") is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Chicago, Illinois.

6. Defendant JSSI is "the world's largest independent provider of hourly cost maintenance programs for aircraft engines and airframes . . . [that] serves clients around the world by managing maintenance services through its international network of Technical Advisors." (https://www.jetsupport.com/about/)

Group Exhibit 1

7. This action arises out of the sale of a Cessna 560 Excel jet aircraft, Registration Number S5-BDG (the "Aircraft"), from Defendant Gadinair, as seller, to Plaintiff, as purchaser, as referenced in the "Aircraft Purchase Agreement" attached hereto as Exhibit "A" and incorporated herein by reference.

8. At all times material hereto, Defendant Bell served as Defendant Gadinair's listing broker and agent in connection with the sale of the Aircraft to Plaintiff.

9. The Aircraft Purchase Agreement provides, in relevant part:

> **Governing Law/Jurisdiction and Venue.** Laws of the State of North Carolina shall govern this contract and this transaction. Seller and Purchaser agree to the exclusive jurisdiction and venue of the state and federal courts of North Carolina for any and all disputes between the parties.

10. At all times material hereto, Defendant JSSI and Defendant Gadinair were parties to that certain JSSI Maintenance Program Contract #JSSI0004059, dated February 27, 2012 (the "JSSI Maintenance Program") for the Aircraft.

11. Upon information and belief, Defendant JSSI and Defendant Gadinair are in possession of a complete copy of the JSSI Maintenance Program.

12. Prior to the institution of this action, Plaintiff, through counsel, requested a copy of the JSSI Maintenance Program from Defendant JSSI, but Defendant JSSI declined to provide a copy of same.

13. Venue is proper in Guilford County, North Carolina because Plaintiff is a resident hereof.

14. Defendant Gadinair is subject to the jurisdiction of this Court based on the Jurisdiction and Venue provision quoted above from the Aircraft Purchase Agreement (Exhibit "A").

15. Defendant Bell is subject to the jurisdiction of this Court because, among other things and without limitation, Bell corresponded with Plaintiff in North Carolina in connection with sale of the Aircraft; Bell was serving as the listing broker and agent for a principal (Defendant Gadinair) that is subject to the jurisdiction of this Court; Bell coordinated and facilitated the closing of the sale of the Aircraft via numerous communications and exchanges of documentation with Plaintiff in North Carolina; Bell served as the listing broker and agent of a different aircraft purchased by Plaintiff while

he resided in North Carolina; Bell served as the listing broker and agent on behalf of a different aircraft sold by Plaintiff while he resided in North Carolina; and Bell is now or has in the past been engaged in substantial activity within this State.

16. Defendant JSSI is subject to the jurisdiction of this Court because, among other things and without limitation, JSSI knew the Aircraft, which was subject to the JSSI Maintenance Program, was being sold to Plaintiff in North Carolina; JSSI prepared the Notification of Aircraft Sale that was executed by Defendant Gadinair and that indicated the Aircraft was being sold to Plaintiff in North Carolina "with the JSSI Program"; JSSI solicited Plaintiff in North Carolina with a proposal for a new maintenance agreement for the Aircraft; and JSSI is now or has in the past been engaged in substantial activity within this State.

17. At all times material hereto, Charley Lloyd and Pat Gutierrez were employees of, and acting under the direction of, Defendant Bell.

18. At all times material hereto, Miral Shantilal, Phillip Dickerson, and Damaris Gonzalez were employees of, and acting under the direction of, Defendant JSSI.

19. All conditions precedent to the filing of this action have been satisfied, have been performed, or have been waived.

Background Facts

20. At all times material hereto, Plaintiff's primary contact at Defendant Bell was Charley Lloyd.

21. According to Defendant Bell's website, Mr. Lloyd is represented as being in "Aircraft Sales." (http://www.bellaviation.com/contact)

22. Beginning in approximately February 2015, Defendant Bell served as the listing broker and agent for the seller of an aircraft (different from the Aircraft that is the subject of this action) that was ultimately purchased by Plaintiff on March 23, 2015, specifically a 1998 Cessna Model 560 Ultra, with Registration Number N50GP (the "Cessna Ultra").

23. Mr. Lloyd was Plaintiff's primary point of contact from Defendant Bell for the purchase of the Cessna Ultra.

24. When the Cessna Ultra was sold to and purchased by Plaintiff, there was no third-party aircraft or engine maintenance program in place for the Cessna Ultra.

25. Following his purchase of the Cessna Ultra, Plaintiff operated the Cessna Ultra without any third-party aircraft or engine maintenance program.

26. Based on Plaintiff's dealings with Defendant Bell and Mr. Lloyd in connection with the purchase of the Cessna Ultra, Plaintiff sought Defendant Bell's and Mr. Lloyd's assistance in selling an aircraft then owned by Plaintiff (different from the Aircraft that is the subject of this action), specifically a 1991 Cessna Model 560 Citation V, with Registration Number N734DB (the "Cessna Citation").

27. On or about July 22, 2015, Plaintiff and Defendant Bell entered into an Exclusive Aircraft Sales Agreement wherein Defendant Bell agreed to serve as Plaintiff's listing broker and agent for the sale of the Cessna Citation and Plaintiff agreed to pay Defendant Bell a commission of $40,000.00 at closing when the Cessna Citation was sold.

28. Mr. Lloyd was Plaintiff's primary point of contact from Defendant Bell for the sale of the Cessna Citation.

29. Prior to selling the Cessna Citation, Plaintiff operated the Cessna Citation without any third-party aircraft or engine maintenance program.

30. When the Cessna Citation was ultimately sold, it was sold without any third-party aircraft or engine maintenance program.

31. Defendant Bell and Mr. Lloyd had actual or constructive knowledge that both the Cessna Ultra and the Cessna Citation were sold and purchased without any third-party aircraft or engine maintenance programs in place for either aircraft.

32. Defendant Bell and Mr. Lloyd had actual or constructive knowledge that Plaintiff operated both the Cessna Ultra and the Cessna Citation without any third-party aircraft or engine maintenance programs in place for either aircraft.

33. In early January 2016, Plaintiff received a one-page marketing notice from Defendant Bell, via regular mail, that the Aircraft that is the subject of this action was for sale and was being marketed by Defendant Bell on behalf of the seller.

34. Upon information and belief, Defendant Bell served as the listing broker and agent on behalf the prior owner of the Aircraft when it was sold to Defendant Gadinair.

35. Upon information and belief, when Defendant Gadinair decided to sell the Aircraft, it contacted Defendant Bell to serve as its listing agent and broker for the sale of the Aircraft.

36. Upon information and belief, Defendant Bell entered into an exclusive sales agreement with Defendant Gadinair wherein Defendant Bell agreed to serve as the listing broker and agent for Defendant Gadinair and market the Aircraft, and Defendant Gadinair agreed to pay Defendant Bell a commission at closing when the Aircraft sold.

37. In early January 2016, Plaintiff contacted Mr. Lloyd to get further details about the Aircraft. On January 6, 2016, Mr. Lloyd sent Plaintiff an email to which he attached the "specs and pictures" of the Aircraft (hereinafter referred to as the "Marketing Materials"). A copy of Mr. Lloyd's January 6, 2016 email to Plaintiff, with the attached Marketing Materials, is attached hereto as Exhibit "B" and incorporated herein by reference.

38. In Mr. Lloyd's email to Plaintiff referenced as Exhibit "B", Mr. Lloyd stated, in part: ". . . and the engines have approximately 54% coverage on JSSI."

39. As referenced in the Marketing Materials forwarded to Plaintiff by Mr. Lloyd on January 6, 2016, each engine on the Aircraft had been operated for a total of 4,780 hours.

40. The useful operating life of each engine on the Aircraft is 5,000 hours. After an engine has been operated for 5,000 hours, it must be completely overhauled. Thus, the engines on the Aircraft had exceeded 95% of their respective useful lives.

41. None of the Marketing Materials references the JSSI Maintenance Program.

42. When Plaintiff expressed to Mr. Lloyd his interest in making an offer on the Aircraft, Plaintiff indicated that any offer would be subject to having the engines overhauled by the seller.

43. Mr. Lloyd responded with an email to Plaintiff, dated January 8, 2016, in which Mr. Lloyd outlined his recommendations to Plaintiff for pursuing the purchase of the Aircraft. A copy of Mr. Lloyd's January 8, 2016 email is attached hereto as Exhibit "C" and incorporated herein by reference.

44. One of Mr. Lloyd's recommendations in his January 8, 2016 email to Plaintiff stated, in part: "if all is acceptable move forward with the purchase with a non-refundable deposit subject to the aircraft being delivered with overhauled engines (Dallas or Pratt) paid for by the seller & also subject to the terms of the contract being met."

45. After Plaintiff agreed to make an offer to purchase the Aircraft, Mr. Lloyd prepared a Letter of Intent (the "First LOI") for Plaintiff's review and signature. A copy of the First LOI, signed by Plaintiff, is attached hereto as Exhibit "D" and incorporated herein by reference.

46. In the First LOI, Plaintiff offered to purchase the Aircraft for $3,600,000.00, subject to several qualifications, one of which was "engines overhauled by Dallas Airmotive or Pratt & Whtney [sic] at Seller's expense."

47. On January 12, 2016, Plaintiff signed the First LOI and Plaintiff's assistant returned a signed copy to Mr. Lloyd via email for submission to the seller, Defendant Gadinair.

48. On January 13, 2016, Mr. Lloyd emailed Plaintiff and stated that the owner and CFO of Defendant Gadinair were discussing Plaintiff's offer. Mr. Lloyd further indicated that he expected to have a response to the offer by the next day.

49. On or about January 14, 2016, Mr. Lloyd learned of Defendant Gadinair's response to the First LOI. Mr. Lloyd contacted Plaintiff and reported that Defendant Gadinair was unwilling to overhaul the engines at its expense because it had been paying into the JSSI Maintenance Program for several years and the JSSI Maintenance Program would cover a percentage the total cost of the engine overhauls.

50. Mr. Lloyd also advised Plaintiff that Defendant Gadinair wanted to sell the Aircraft as soon as possible and that Defendant Gadinair did not want to wait the length of time that it would take to overhaul the engines prior to selling the Aircraft.

51. After hearing that Defendant Gadinair would not accept Plaintiff's offer that was conditioned upon Defendant Gadinair overhauling the engines at Defendant Gadinair's expense, Plaintiff advised Mr. Lloyd that he was no longer interested in purchasing the Aircraft.

52. After Plaintiff indicated that he was no longer interested in purchasing the Aircraft unless the engines were overhauled at Defendant Gadinair's expense, Mr. Lloyd suggested to Plaintiff that he should consider making a second, revised offer to Defendant Gadinair that would take into account the funds that were available in the JSSI Maintenance Program for the engine overhauls.

53. Upon information and belief, Mr. Lloyd consulted with Defendant JSSI to determine what portion of the engine overhauls were covered by the JSSI Maintenance Program.

54. Mr. Lloyd reported to Plaintiff that Defendant JSSI would pay for approximately 50% of the total cost to overhaul both engines on the Aircraft, which meant that Plaintiff would be responsible for the remaining 50% if he chose to purchase the Aircraft.

55. Mr. Lloyd also reported to Plaintiff that the estimated cost for the overhaul of a single engine on the Aircraft would be approximately $1,000,000.00, resulting in an estimated total cost of $2,000,000.00 for the overhaul of both engines.

56. After learning that the JSSI Maintenance Program would cover roughly 50% of the total cost of the engine overhauls, or roughly $1,000,000.00 of the estimated total cost of $2,000,000.00, Plaintiff and Mr. Lloyd discussed Plaintiff submitting a revised offer with a lower purchase price for the Aircraft that would be discounted from the First LOI by the roughly $1,000,000.00 difference that would not be covered by the JSSI Maintenance Program and that would need be funded by Plaintiff.

57. Upon information and belief, Mr. Lloyd communicated Plaintiff's revised offer, at least conceptually, to Defendant Gadinair.

58. On Friday, January 15, 2016, at 10:22 a.m., Mr. Lloyd emailed Plaintiff and stated: "Looks like we have good news from the seller. Please give me a call when able."

59. On Friday, January 15, 2016, at 3:27 p.m., Mr. Lloyd forwarded a revised draft Letter of Intent (the "Second LOI") for Plaintiff's review and signature. A copy of the referenced email, along with the draft Second LOI, is attached hereto as Exhibit "E" and incorporated herein by reference.

60. The Second LOI contained three substantive differences from the First LOI.

a) First, the purchase price was lowered from $3,600,000.00 to $2,500,000.00.

b) Second, the provision from the First LOI that required "the aircraft being delivered with overhauled engines (Dallas or Pratt) paid for by the seller" was deleted.

c) Third, a new provision was added to the Second LOI that stated: "all airframe and engine maintenance programs (including JSSI) in effect and assignable shall be fully paid up to delivery and assigned to the Purchaser at closing with Purchaser responsible for any transfer fees."

61. Plaintiff signed the Second LOI and Plaintiff's assistant returned a copy to Mr. Lloyd via email on January 18, 2016, at 10:41 a.m.

62. Approximately two hours later, at 12:51 p.m. on January 18, 2016, Mr. Lloyd returned to Plaintiff via email the Second LOI countersigned by Defendant Gadinair. A fully executed copy of the Second LOI is attached hereto as Exhibit "F" and incorporated herein by reference. Mr. Lloyd's email stated: "Attached, you will find the executed LOI from the seller. I have included wiring instructions for the deposit as well. We'll get started on the contract. Simply reference 560-5215 for the wire."

63. On January 19, 2016, Mr. Lloyd emailed Plaintiff and forwarded a portion of an email from JSSI. The subject line of the Mr. Lloyd's email to Plaintiff was "FW: 560-5215 – Engines OH estimate by JSSI." Among other things, Mr. Lloyd stated in the email: "The JSSI Pro Rata is $55% (Client/you) and 45% JSSI. So JSSI picks up 45% of the bill. Engines were put on JSSI after hot sections. If I flip flopped that in an earlier – that was a mistake. Once again, you pay 55% and JSSI picks up 45%." A copy of Mr. Lloyd's January 19, 2016 email (without the attachment) is attached hereto as Exhibit "G" and incorporated herein by reference.

64. On January 21, 2016, Mr. Lloyd emailed Plaintiff a proposed Aircraft Purchase Agreement. In his email to Plaintiff, Mr. Lloyd repeatedly used the word "we," including: "We will need to accept the plane subject the correction of the airworthiness discrepancies found during the pre-buy and subject to the test flight. If we don't like what we find during our initial look or after the pre-buy the plan can be rejected."

65. Plaintiff signed the proposed Aircraft Purchase Agreement and Plaintiff's assistant returned a copy to Mr. Lloyd via email on January 22, 2016.

66. A copy of the Aircraft Purchase Agreement signed by both parties is attached hereto as Exhibit "A."

67. On February 15, 2016, Mr. Lloyd forwarded to Plaintiff via email a proposed Aircraft Pre-Buy Survey Agreement (the "Pre-Buy" Agreement). Plaintiff signed the Pre-Buy Agreement and Plaintiff's assistant returned a copy to Mr. Lloyd via email. Mr. Lloyd emailed Plaintiff a copy of the Pre-Buy Agreement countersigned by Defendant Gadinair on the afternoon of February 15, 2016.

68. On March 14, 2016, Mr. Lloyd emailed Plaintiff a copy of the Aircraft Acceptance ("Attachment C" to the Aircraft Purchase Agreement) for signature by Plaintiff. Plaintiff signed the Aircraft Acceptance and Plaintiff's assistant returned a copy via email to Mr. Lloyd that same day.

69. On March 17, 2016, Mr. Lloyd emailed Plaintiff a copy of a revised Aircraft Acceptance ("Attachment C" to the Aircraft Purchase Agreement) for signature by Plaintiff. Plaintiff signed the revised Aircraft Acceptance and Plaintiff's assistant returned a copy to Mr. Lloyd via email that same day.

70. On March 18, 2016, Mr. Lloyd emailed Plaintiff a copy of the revised Aircraft Acceptance ("Attachment C" to the Aircraft Purchase Agreement) countersigned by Defendant Gadinair. A copy of the fully executed Aircraft Acceptance is attached hereto as Exhibit "H" and incorporated herein by reference.

71. On March 28, 2016, Pat Gutierrez, Director of Contracts for Defendant Bell, emailed Plaintiff the balance due for the purchase of the Aircraft.

72. On April 5, 2016, Mr. Lloyd emailed Plaintiff wiring instructions for the title company in Oklahoma City that was conducting the closing.

73. At some point prior to the closing, Plaintiff wire-transferred the balance of the purchase price of the Aircraft to the title company that was conducting the closing.

74. On April 6, 2016, Ms. Gutierrez emailed Plaintiff (with a copy to Mr. Lloyd) and stated:

> Jim, I understand from Charley that we want to have a holdback of a portion of Seller funds in case the test flight reveals any APA required delivery condition discrepancy that is not covered by

> Cessna's warranty of its work and Seller would need to have corrected at its expense.
>
> I've attached an agreement and if acceptable, please sign and return a copy to me via fax or email (original signature copy not required). I will then get it signed by Seller and placed in escrow for closing.

Ms. Gutierrez attached a proposed Holdback Agreement to her email. Plaintiff signed the Holdback Agreement and Plaintiff's assistant returned a copy to Ms. Gutierrez and Mr. Lloyd via email that same day.

75. On April 7, 2016, Mr. Lloyd emailed Plaintiff and stated: "We are filling out the transfer form for JSSI. Do you want all the correspondence sent to your 521 Banner Ave. address?" Mr. Lloyd also copied Plaintiff's pilot, Andrew Baird, and Plaintiff's assistant, Christina Griggs, on his email to Plaintiff. Ms. Griggs' confirmed by reply email, stating: "All correspondence should be sent to 521 Banner Ave. Att: Christina Griggs." Mr. Baird responded, in part: "Charley – are there yearly minimums required on this particular JSSI program?"

76. On April 7, 2016, Mr. Lloyd responded to Mr. Baird and stated: "I think the minimums are around 150 hours/year. The contact for JSSI is Phillip Dickerson. I have attached his vcard. When you have time give me a call and I'll introduce you to him via conference call."

77. On April 12, 2016, Mr. Lloyd emailed Plaintiff a proposed Limited Power of Attorney for signature by Plaintiff. Plaintiff signed the Limited Power of Attorney and Plaintiff's assistant returned a copy to Mr. Lloyd via email that same day.

78. On April 15, 2016, Mr. Lloyd emailed Plaintiff and stated: "The seller received the de-registration late today. The title company and FAA will confirm the paperwork on Monday and we should be able to close on Monday as well. Have a great weekend."

79. The closing date for the sale of the Aircraft from Defendant Gadinair to Plaintiff was April 18, 2016 (the "Closing Date").

80. On April 18, 2016, Mr. Lloyd emailed Plaintiff and stated: "Congratulations Jim! The deal has closed and you now own an Excel! The next step is to get the DAR

to Paris and issue the import. I'll keep you posted. Thank you for your business, again."

81. Upon information and belief, Defendant Bell was paid a commission by Defendant Gadinair in connection with the sale of the Aircraft to Plaintiff.

82. Attached hereto as Exhibit "I" and incorporated herein by reference is a document entitled "JSSI Notification of Aircraft Sale," which is signed by Defendant Gadinair.

83. Upon information and belief, Exhibit "I" was signed by Defendant Gadinair before the Closing Date.

84. Among other things, Exhibit "I" states: "If the Aircraft was sold with the JSSI Program, the Client's rights under the Contract will terminate effective as of the date of the sale of the Aircraft, and JSSI will work with the Purchaser to transfer the JSSI Program coverage, which coverage will be subject to JSSI's then-current terms and conditions." (Emphasis in original.)

85. Exhibit "I" has a box that is checked that indicates the Aircraft has sold "with the JSSI program." (Emphasis in original.)

86. Plaintiff did not receive a copy of Exhibit "I" until September 27, 2016, when it was provided through counsel.

87. On or about May 2, 2016, Plaintiff's pilot, Mr. Baird, flew to Paris to conduct a local test flight of the Aircraft and then fly the Aircraft back to the United States.

88. On May 3, 2016, Mr. Baird emailed Phillip Dickerson with Defendant JSSI and stated: "I am the new pilot for Citation Excel 560-5215 formerly S5-BDG and now US registered N560SJ. I need to find out how we transfer over the JSSI program to us as new owners."

89. On May 3, 2016, Damaris Gonzalez with Defendant JSSI emailed Mr. Baird and Plaintiff's assistant, Ms. Griggs, and stated, in part: "[W]e received a notice of aircraft sale from the purchaser [sic] confirming that Mr. James R. Bullock, Jr. is the new owner of this aircraft. I will provide you and Mr. Andrew Baird with the transfer application to proceed with the transfer process. I will also provide a proposal describing the engine program and the rate."

90. On May 4, 2016, Ms. Gonzalez emailed Mr. Baird and Ms. Griggs and stated, in part: "Thank you for your interest in our programs. As promised, please find attached a JSSI Transfer Proposal along with a Contract Application for your completion." A copy of Ms. Gonzalez's email (without the attachments) is attached hereto as composite Exhibit "J" and incorporated herein by reference.

91. On or about May 5, 2016, Mr. Baird and his co-pilot flew the Aircraft from Paris to Cessna Citation Service Center in Greensboro, North Carolina.

92. On or about May 10, 2016, Mr. Lloyd emailed Plaintiff a proposed "Aircraft Delivery" form that listed the acceptance date as May 5, 2016, and the acceptance location as Paris, France. Plaintiff signed the Aircraft Acceptance form and Plaintiff's assistant returned a signed copy to Mr. Lloyd via email on May 16, 2016.

93. In June 2016, Mr. Lloyd served as an intermediary between Plaintiff and Cessna Paris, the entity that performed the pre-buy inspection, to ensure that Plaintiff was not overbilled for Cessna Paris's work. In fact, Mr. Lloyd proposed to Cessna Paris that Plaintiff was actually entitled to a credit.

94. In late June 2016, Mr. Baird spoke with Miral Shantilal with Defendant JSSI several times about coordinating the engine overhauls. Mr. Shantilal confirmed that that the JSSI Maintenance Program was "paid up" for approximately 55% coverage of the engine overhauls. However, Mr. Shantilal informed Mr. Baird that Plaintiff would have to enter into a new maintenance agreement with JSSI for no less than five years in order to access the funds paid into the JSSI Maintenance Program by Defendant Gadinair (the "Trust Funds").

95. On July 5, 2016, Mr. Baird and Mr. Shantilal exchanged emails on which Mr. Lloyd was copied and in which Mr. Baird asked, in part: "If we do not sign a five year contract with JSSI then all of the benefit previously paid into this program is nullified? Is that correct ? So then 100% of the the [sic] engine overhaul would then be on us and JSSI would pay nothing. Is that correct?" Mr. Shantilal replied, in part: "Yes, this is correct. The obligations from either the seller of the aircraft, or JSSI would cease as of the date of sale of the aircraft. All the benefit paid previously into the program would be nullified for the buyer of the aircraft, potentially presenting an option for the seller of the aircraft to benefit from a credit for a future enrolment [sic] of an aircraft." A

copy of referenced email string is attached hereto as Exhibit "K" and incorporated herein by reference.

96. Prior to Mr. Shantilal's discussions with Mr. Baird in late June 2016 and the exchange of emails on July 5, 2016, included as Exhibit "K," neither Plaintiff nor Mr. Baird had ever been advised that access to the Trust Funds for the engine overhauls was conditioned upon Plaintiff entering into a new JSSI maintenance agreement, much less one with a minimum duration of five years.

97. At some point after speaking with Mr. Shantilal and learning for the first time about the newly imposed condition for accessing the Trust Funds for the engine overhauls, Mr. Baird spoke with Mr. Lloyd and recounted his conversations with Mr. Shantilal.

98. Mr. Baird told Mr. Lloyd that neither he nor Plaintiff had ever been advised that Plaintiff would be required to enter into a new five year contract with Defendant JSSI in order to access the Trust Funds for the engine overhauls. Notably, Mr. Lloyd never contradicted Mr. Baird's statement in their conversation.

99. On July 5, 2016, after Plaintiff reviewed the communications in the email string between Mr. Shantilal and Mr. Baird at Exhibit "K," Plaintiff emailed Mr. Lloyd and stated: "Please look at your email sent 1/19/16 this what the sale was set on I had been told before I sent the LOI that this is what would happen Drew remembers it the same way otherwise we would not have purchased the airplane ther [sic] were other deals that I would have considered if I had known I would have to stay one [sic] engine program knowing I would never fly these engines out a program has no value to me at all." A copy of Plaintiff's July 5, 2016 email to Mr. Lloyd is attached hereto as Exhibit "L" and incorporated herein by reference.

100. On or about July 6, 2016, Plaintiff had a telephone conversation with Mr. Lloyd from Defendant Bell and a representative from Defendant JSSI, believed to be Mr. Dickerson, wherein Plaintiff advised that he had never been told that he would be required to enter into a new five year contract with Defendant JSSI in order to access the Trust Funds for the engine overhauls. Plaintiff further indicated that (a) he was not planning to re-sell the Aircraft, so there was no advantage to him in having an engine maintenance program on the Aircraft, (b) he would not be utilizing the Aircraft enough to

meet JSSI's minimum usage standards, and (c) the Aircraft was for personal use, not corporate use, and therefore there was no advantage to spreading the cost of future maintenance, repairs, or overhauls over an extended period.

101. After the three-way call mentioned in the preceding paragraph, Plaintiff left messages for Mr. Lloyd on at least three occasions, requesting an update on whether Defendant JSSI was going pay for any portion of the engine overhauls. Plaintiff was anxious to hear Defendant JSSI's position because he had an existing appointment with Dallas Airmotive to conduct the engine overhauls. Mr. Lloyd never returned Plaintiff's calls.

102. On or about August 15, 2016, the Aircraft was delivered to Eagle Aviation in Columbia, South Carolina so that the engines could be removed from the Aircraft and shipped to Dallas Airmotive to be overhauled.

103. On August 15, 2016, Mr. Lloyd emailed Plaintiff and stated:

> Don Bell and I spoke with Miral Shantilal from JSSI earlier today. He should be contacting you with some options regarding their engine program. Prior to the closing, you and Andrew were provided with the JSSI contact person. Since we last spoke, I have thought about you and the program. I never thought that you would want the plane without the engine program. Jim, I care for you and all my customers. I still think that it is in your best interest to remain on the program while you fly it and for resale.

A copy of Mr. Lloyd's August 15, 2016 email to Plaintiff is attached hereto as Exhibit "M" and incorporated herein by reference.

104. On August 16, 2016, Plaintiff replied to Mr. Lloyd's August 15, 2016 email and stated: "The airplane is at Eagle and engines are being shipped to Dallas Airomotive [sic] for rebuild."

105. Mr. Shantilal did not attempt to contact Plaintiff until October 3, 2016, when he emailed Plaintiff. When he received no reply from Plaintiff, Mr. Shantilal emailed Plaintiff's assistant, Sherri Vincent, on October 6, 2016. In the referenced email string, Mr. Shantilal states, in part:

> The former owner of the aircraft had enrolled with us and throughout their time they have been paying funds into a trust towards future maintenance costs.

> The purchase of the aircraft gives Mr. Bullock Jr. the right to transfer the program under his ownership, and to therefore benefit from the financial coverage that our program provides and that the former owner has already been paying into.
>
> I am very concerned that we have not been able to discuss and process the transfer of such an important aspect of the aircrafts financial matters. The previous contracting party of our program accrued close to $500,000 during their tenure. These funds are accrued for use during the aircrafts maintenance.

A copy of the referenced emails is attached hereto as Exhibit "N" and incorporated herein by reference.

106. At no time prior to the Closing Date was Plaintiff advised that his ability to access the Trust Funds for the engine overhauls was conditioned upon him entering into a new five-year maintenance program with Defendant JSSI.

107. Plaintiff never would have agreed to purchase the Aircraft if he had been advised that his ability to access the Trust Funds for the engine overhauls was conditioned upon him entering into a new five-year maintenance program with Defendant JSSI.

108. At no time prior to the Closing Date was Plaintiff advised that the JSSI Maintenance Program could not be assigned to him.

109. Plaintiff never would have agreed to purchase the Aircraft if he had been advised that the JSSI Maintenance Program could not be assigned or transferred in a way that would allow him access to the Trust Funds for the engine overhauls.

110. Plaintiff has paid at least $1,903,972.69 for the engine overhauls, which was completed on or about December 30, 2016. A copy of the invoice from Dallas Airmotive is attached hereto as Exhibit "O."

111. Based on the representations made to Plaintiff that the JSSI Maintenance Program would pay a percentage of the engine overhauls, Plaintiff has suffered damages in excess of $1,000,000.00.

COUNT I – BREACH OF CONTRACT (Defendant Gadinair)

112. The allegations contained in paragraphs 1 through 111 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

113. A material condition of the agreements between Plaintiff and Defendant Gadinair related to the purchase of the Aircraft by Plaintiff was that Plaintiff be able to access the Trust Funds from the JSSI Maintenance Program for the engine overhauls.

114. Defendant Gadinair failed to assign or transfer the JSSI Maintenance Program to Plaintiff in a way that would allow him to access the Trust Funds from the JSSI Maintenance Program for the engine overhauls and, as a result, Defendant Gadinair has materially breached its agreements with Plaintiff.

115. As a result of Defendant Gadinair's material breaches of the agreements with Plaintiff, Plaintiff has incurred damages (for which Defendant Gadinair is liable to Plaintiff) of at least $1,000,000.00, plus interest, costs, and attorneys' fees.

COUNT II – BREACH OF IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING (Defendant Gadinair)

116. The allegations contained in paragraphs 1 through 115 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

117. Defendant Gadinair owed a duty of good faith and fair dealing to Plaintiff, and to make reasonable efforts to perform its obligations under its agreements with Plaintiff and to do everything that the agreements with Plaintiff presupposed that Defendant Gadinair would do to accomplish the purpose of such agreements.

118. One of the primary purposes of the agreements between Plaintiff and Defendant Gadinair related to the purchase of the Aircraft by Plaintiff was that Plaintiff be able to access the Trust Funds from the JSSI Maintenance Program for the engine overhauls.

119. Defendant Gadinair breached its duty of good faith and fair dealing owed to Plaintiff by, among other things and without limitation, failing to assign or transfer the JSSI Maintenance Program to Plaintiff in a way that would allow him to access the Trust Funds from the JSSI Maintenance Program for the engine overhauls.

120. As a result of Defendant Gadinair's breaches its duty of good faith and fair dealing owed to Plaintiff, Plaintiff has incurred damages (for which Defendant Gadinair is liable to Plaintiff) of at least $1,000,000.00, plus interest, costs, and attorneys' fees.

COUNT III – FRAUDULENT INDUCEMENT (Defendants Gadinair and Bell)

121. The allegations contained in paragraphs 1 through 120 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

122. Defendant Bell drafted both the First and Second LOIs, as well as the Aircraft Purchase Agreement.

123. Defendant Bell and Defendant Gadinair knew, based on Plaintiff's communications with Defendant Bell and the Second LOI, that a material term of Plaintiff's offer to purchase the Aircraft was that Plaintiff be able to access the Trust Funds from the JSSI Maintenance Program for the engine overhauls.

124. Defendant Bell and/or Defendant Gadinair knew in advance, or became aware prior to the Closing Date, that the JSSI Maintenance Program could not be assigned to Plaintiff.

125. Defendant Bell and/or Defendant Gadinair knew in advance, or became aware prior to the Closing Date, that the JSSI Maintenance Program could not be transferred to Plaintiff unless Plaintiff agreed to enter into a new maintenance agreement with Defendant JSSI.

126. Defendant Bell and/or Defendant Gadinair knew in advance, or became aware prior to the Closing Date, that Defendant JSSI would not provide Plaintiff access to the Trust Funds from the JSSI Maintenance Program unless Plaintiff agreed to enter into a new maintenance agreement with Defendant JSSI.

127. Defendant Bell and/or Defendant Gadinair knew that Plaintiff had no intention of entering into an aircraft or engine maintenance program with Defendant JSSI or any other third party.

128. Defendant Bell and/or Defendant Gadinair made false representations and/or concealed material facts by failing to advise Plaintiff prior to the Closing Date that the JSSI Maintenance Program could not be assigned to Plaintiff; that the JSSI Maintenance Program could not be transferred to Plaintiff unless Plaintiff agreed to enter into a new maintenance agreement with JSSI; and/or that Defendant JSSI would

not provide Plaintiff access to the Trust Funds from the JSSI Maintenance Program unless Plaintiff agreed to enter into a new maintenance agreement with Defendant JSSI.

129. The false representations and/or concealment of material facts by Defendant Bell and/or Defendant Gadinair were reasonably calculated to deceive Plaintiff.

130. The false representations and/or concealment of material facts by Defendant Bell and/or Defendant Gadinair were made with the intent to deceive Plaintiff and to induce Plaintiff to complete the purchase of the Aircraft.

131. The false representations and/or concealment of material facts by Defendant Bell and/or Defendant Gadinair did, in fact, deceive Plaintiff into completing the purchase of the Aircraft.

132. As a result of the false representations and/or concealment of material facts by Defendant Bell and/or Defendant Gadinair, Plaintiff has incurred damages of at least $1,000,000.00, plus interest, costs, and attorneys' fees.

133. At all times material hereto, Defendant Bell was acting as the agent for Defendant Gadinair, within the scope of its agency agreement with Defendant Gadinair and in furtherance of Defendant Gadinair's goal of selling the Aircraft.

134. To the extent that the false representations and/or concealment of material facts were committed only by Defendant Bell, Defendant Gadinair is nevertheless liable to Plaintiff for damages resulting from the acts or omissions of Defendant Bell committed during the course of Defendant Bell's agency, even if Defendant Gadinair did not know of or authorize Defendant Bell's acts or omissions.

135. Additionally, Defendant Bell is personally and directly liable to Plaintiff for its own tortious conduct notwithstanding that Defendant Bell was acting as agent of Defendant Gadinair.

136. Defendant Gadinair and Defendant Bell are jointly and severally liable to Plaintiff for all damages incurred as a result of the false representations and/or concealment of material facts alleged herein.

COUNT IV – CONSTRUCTIVE FRAUD (Defendant Bell)

137. The allegations contained in paragraphs 1 through 136 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

138. As a broker of the Aircraft, Defendant Bell owed Plaintiff a duty not to conceal any material facts and to make full and open disclosure of all such information.

139. Defendant Bell had been in the past and was, as a part of the negotiations for the sale/purchase of the Aircraft, engaged in a relationship of trust and confidence with Plaintiff.

140. Defendant Bell took advantage of its relationship of trust and confidence with Plaintiff in order to benefit itself by, among other things and without limitation, seeking to ensure that it would receive a commission from Defendant Gadinair once the sale of the Aircraft was completed.

141. As a result of its concealment of material facts and/or failure to make full and open disclosure of all material facts, Plaintiff has incurred damages of at least $1,000,000.00, plus interest, costs, and attorneys' fees.

142. Defendant Bell is liable to Plaintiff for all damages incurred as a result of its concealment of material facts and/or failure to make full and open disclosure of all material facts as alleged herein.

COUNT V – NEGLIGENT MISREPRESENTATION (Defendants Gadinair and Bell)

143. The allegations contained in paragraphs 1 through 142 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

144. Defendant Gadinair and Defendant Bell had a pecuniary interest in the sale of the Aircraft to Plaintiff.

145. Defendant Gadinair and/or Defendant Bell supplied false or misleading information for the guidance of Plaintiff by, among other things and without limitation, advising Plaintiff that he would be able to access the Trust Funds from the JSSI Maintenance Program for the engine overhauls.

146. Alternatively, Defendant Gadinair and/or Defendant Bell supplied false or misleading information for the guidance of Plaintiff by, among other things and without limitation, failing to advise Plaintiff prior to the Closing Date that the JSSI Maintenance

Program could not be assigned to Plaintiff; that the JSSI Maintenance Program could not be transferred to Plaintiff unless Plaintiff agreed to enter into a new maintenance agreement with JSSI; and/or that Defendant JSSI would not provide Plaintiff access to the Trust Funds from the JSSI Maintenance Program unless Plaintiff agreed to enter into a new maintenance agreement with Defendant JSSI.

147. Defendant Gadinair and/or Defendant Bell failed to exercise reasonable care in obtaining and communicating the false or misleading information to Plaintiff.

148. Defendant Gadinair and/or Defendant Bell were negligent in obtaining or communicating the false or misleading information to Plaintiff.

149. Defendant Gadinair and/or Defendant Bell knew or should have known that Plaintiff would rely upon the false or misleading information supplied to Plaintiff.

150. Defendant Gadinair and/or Defendant Bell intended to induce Plaintiff to rely and act upon the false or misleading information supplied to Plaintiff.

151. Plaintiff justifiably relied on the representations made by Defendant Gadinair and Defendant Bell.

152. Defendant Bell and/or Defendant Gadinair knew or should have known that Plaintiff had no intention of entering into an aircraft or engine maintenance program with Defendant JSSI or any other third party.

153. As a result of the false or misleading information supplied by Defendant Gadinair and/or Defendant Bell, Plaintiff has incurred damages of at least $1,000,000.00, plus interest, costs, and attorneys' fees.

154. To the extent that the false or misleading information was supplied only by Defendant Bell, Defendant Gadinair is nevertheless labile to Plaintiff for damages resulting Defendant Bell's negligent misrepresentations supplied during the course of Defendant Bell's agency, even if Defendant Gadinair did not know of or authorize Defendant Bell's negligent misrepresentations.

155. Additionally, Defendant Bell is personally and directly liable to Plaintiff for its own tortious conduct notwithstanding that Defendant Bell was acting as agent of Defendant Gadinair.

156. Defendant Gadinair and Defendant Bell are jointly and severally liable to Plaintiff for all damages incurred as a result of the false or misleading information supplied to Plaintiff.

COUNT VI – UNFAIR AND DECEPTIVE TRADE PRACTICES
(Defendants Gadinair and Bell)

157. The allegations contained in paragraphs 1 through 156 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

158. Defendant Gadinair and/or Defendant Bell provided false or misleading information to Plaintiff.

159. Defendant Gadinair and/or Defendant Bell concealed material facts from Plaintiff.

160. The acts, omissions, and conduct of Defendant Gadinair and/or Defendant Bell had the capacity or tendency to deceive and did, in fact, deceive Plaintiffs.

161. The acts, omissions, and conduct of Defendant Gadinair and/or Defendant Bell constitute unfair or deceptive acts or practices, in or affecting commerce, which proximately caused actual injury to Plaintiff, all in violation of N.C. Gen. Stat. § 75-1.1, *et seq.*

162. As a result of Defendant Gadinair's and/or Defendant Bell's unfair or deceptive acts or practices, Plaintiff has incurred damages of at least $1,000,000.00, which amounts should be trebled pursuant to N.C. Gen. Stat. § 75-16, plus interest and costs.

163. Plaintiff is also entitled to an award of attorneys' fees pursuant to N.C. Gen. Stat. § 75-16.1.

COUNT VII – NEGLIGENCE (Defendant Bell)

164. The allegations contained in paragraphs 1 through 163 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

165. Defendant Bell owed a duty to Plaintiff to exercise the reasonable degree of care and caution that a broker would have exercised under the same or similar circumstances.

166. Defendant Bell owed a duty to Plaintiff to conduct itself in accordance with the standard of care for a broker under the same or similar circumstances.

167. Defendant Bell breached its duties to Plaintiff by failing, among other things and without limitation, advising Plaintiff that he would be able to access the Trust Funds from the JSSI Maintenance Program for the engine overhauls

168. Alternatively, Defendant Bell breached its duties to Plaintiff by, among other things and without limitation, failing to advise Plaintiff prior to the Closing Date that the JSSI Maintenance Program could not be assigned to Plaintiff; that the JSSI Maintenance Program could not be transferred to Plaintiff unless Plaintiff agreed to enter into a new maintenance agreement with JSSI; and/or that Defendant JSSI would not provide Plaintiff access to the Trust Funds from the JSSI Maintenance Program unless Plaintiff agreed to enter into a new maintenance agreement with Defendant JSSI.

169. Defendant Bell's acts and omissions as alleged herein constitute negligence.

170. Defendant Bell's negligence has caused Plaintiff to incur damages.

171. The damages incurred by Plaintiff as a result of Defendant Bell's negligence were reasonably foreseeable.

172. As a result of Defendant Bell's negligence, Plaintiff has incurred damages of at least $1,000,000.00, plus interest, costs, and attorneys' fees.

COUNT VIII – NEGLIGENT MISREPRESENTATION (Defendant JSSI)

173. The allegations contained in paragraphs 1 through 111 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

174. Defendant JSSI had a pecuniary interest in the sale of the Aircraft to Plaintiff. Among other things and without limitation, Plaintiff is informed and believes and thereupon alleges that Defendant Gadinair was in arrears in its payments to Defendant JSSI for the JSSI Maintenance Program, and Defendant JSSI required that Defendant Gadinair bring its account current as a condition precedent to assigning or transferring the Program to Plaintiff with the Aircraft. Additionally, Defendant JSSI has been and is holding the Trust Funds which were set aside specifically for the engine overhauls on the Aircraft.

175. Defendant JSSI supplied false or misleading information for the guidance of Defendant Gadinair, Defendant Bell, and Plaintiff by, among other things and without limitation, (a) supplying the information contained in Exhibit "G," which Defendant JSSI knew or should have known was going to be supplied by Defendant Bell to Plaintiff, and (b) failing to advise Defendant Gadinair and Defendant Bell that Plaintiff would not be able to access the Trust Funds for the engine overhauls unless Plaintiff entered into a new maintenance agreement with Defendant JSSI.

176. Defendant JSSI failed to exercise reasonable care in obtaining and communicating the false or misleading information to Defendant Gadinair, Defendant Bell, and Plaintiff.

177. Defendant JSSI was negligent in obtaining or communicating the false or misleading information to Defendant Gadinair, Defendant Bell, and Plaintiff.

178. Defendant JSSI knew or should have known that Defendant Gadinair, Defendant Bell, and Plaintiff would rely upon the false or misleading information supplied by Defendant JSSI.

179. Defendant JSSI intended to induce Defendant Gadinair, Defendant Bell, and Plaintiff to rely and act upon the false or misleading information supplied by Defendant JSSI.

180. Plaintiff justifiably relied on the representations made by Defendant JSSI, including those communicated to Plaintiff by Defendant Bell and/or Defendant Gadinair.

181. As a result of the false or misleading information supplied by Defendant JSSI, Plaintiff has incurred damages of at least $1,000,000.00, plus interest, costs, and attorneys' fees.

COUNT IX – UNJUST ENRICHMENT (Defendant JSSI)

182. The allegations contained in paragraphs 1 through 111 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

183. Defendant Gadinair notified Defendant JSSI that it was selling the Aircraft to Plaintiff.

184. Defendant Gadinair notified Defendant JSSI that it was exercising its option to transfer the benefits of the JSSI Maintenance Program to Plaintiff in

connection with the sale of the Aircraft, as set forth in the "JSSI Notification of Aircraft Sale" attached hereto as Exhibit "I."

185. Upon information and belief, Defendant Gadinair was behind in its payments to Defendant JSSI under the JSSI Maintenance Program and Defendant JSSI demanded that Defendant Gadinair bring its account with Defendant JSSI current before the JSSI Maintenance Program would be transferred to Plaintiff.

186. Upon information and belief, prior to the sale of the Aircraft to Plaintiff, Defendant Gadinair made payments to Defendant JSSI to bring current the JSSI Maintenance Program account so that the Program could be transferred to Plaintiff.

187. Defendant Gadinair conferred a measurable benefit on Defendant JSSI by making payments into the JSSI Maintenance Program.

188. Defendant JSSI consciously accepted the benefit of the payments Defendant Gadinair made into the JSSI Maintenance Program.

189. The payments made by Defendant Gadinair into the JSSI Maintenance Program were not conferred officiously or gratuitously.

190. A portion of the payments made by Defendant Gadinair into the JSSI Program were to be held in trust by Defendant JSSI for the benefit of the owner of the Aircraft at the point when the engines reached 5,000 flight hours and had to be overhauled.

191. Plaintiff is now the owner of the Aircraft, but Defendant JSSI has refused to allow Plaintiff access to the Trust Funds for the engine overhauls

192. Defendant JSSI would be unjustly enriched if it were allowed to retain the Trust Funds, since the funds were set aside specifically for the engine overhauls.

193. Plaintiff has overhauled the engines on the Aircraft and should now be entitled to recover the Trust Funds from Defendant JSSI.

COUNT X – CONSTRUCTIVE TRUST (Defendant JSSI)

194. The allegations contained in paragraphs 1 through 111 and 182 through 193 of this Complaint are realleged and incorporated by reference as if fully set forth herein.

195. The Trust Funds were to be held in trust for the benefit of the owner of the Aircraft at the point when the engines reached 5,000 flight hours and had to be overhauled.

196. Plaintiff currently is and was the owner of the Aircraft when the engines had to be overhauled and, as such, is the proper beneficiary of the Trust Funds.

197. Based on the circumstances as alleged herein, it would be inequitable for Defendant JSSI to retain the Trust Funds over Plaintiff's beneficial interests therein.

198. Plaintiff is entitled to the imposition of a constructive trust over the Trust Funds.

DEMAND FOR TRIAL JURY

Plaintiff hereby demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for the following relief:

1. In accordance with Counts I and II, that Plaintiff have and recover a judgment against Defendant Gadinair of at least $1,000,000.00 (with the actual amount to be determined at trial), plus interest thereon at the maximum legal rate, until paid in full;

2. In accordance with Counts III, V, and VI, that Plaintiff have and recover a judgment against Defendants Gadinair and Bell, jointly and severally, of at least $1,000,000.00 (with the actual amount to be determined at trial) and that the judgment amount be trebled, plus interest thereon at the maximum legal rate, until paid in full;

3. In accordance with Counts IV and VI, that Plaintiff have and recover a judgment against Defendant Bell of at least $1,000,000.00 (with the actual amount to be determined at trial) and that the judgment amount be trebled, plus interest thereon at the maximum legal rate, until paid in full;

4. In accordance with Count VII, that Plaintiff have and recover a judgment against Defendant Bell of at least $1,000,000.00 (with the actual amount to be determined at trial), plus interest thereon at the maximum legal rate, until paid in full;

5. In accordance with Counts VIII, IX, and X, that Plaintiff have and recover a judgment against Defendant JSSI, of at least $1,000,000.00 (with the actual amount to be determined at trial), plus interest thereon at the maximum legal rate, until paid in full;

6. That the costs of this action be taxed against the Defendants;

7. That there be a trial by jury on all issues so triable;

8. That the Court grant to Plaintiff such other and further relief as it deems just and proper.

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